CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000011238 Ecolab Inc Attn Contract Sales 370 Wabasha Street St Paul MN 55102 United States

Contract ID		Page
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Contract Dates		Origin
02/29/2016 to 03/01/2018		CPS
Description:		Contract Maximum
CPS - WAREWASHING CHEM.& SVS		\$999,999.99
Buyer Name Buyer Phone		Contract Status
LaRose, Deborah L 828-4635		Approved

Phone #:

Line	# Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		DISHWASHING DETERGENT, HIGH TOSTANDARD PERFORMANCE PRODUCT ENCAPSULATED,	CS	78.00000	0.00	0.00
	4/9LB. CAPSULES I	PER CASE, ECOLAB INC, SOLID POWER XL #6100185				
2		DISHWASHING DETERGENTS, MANUAL, ENCAPSULATED. MUST BE SAFE FOR MANUAL USE.	CS	98.00000	0.00	0.00
	4/5 LB. CAPSULES	PER CASE, ECOLAB INC, SOLITAIRE #17301				
3		DISHWASHING RINSE ADDITIVE, FINAL RINSE, LIQUID	CS	82.00000	0.00	0.00
	4/1 GALLON PER C	ASE, ECOLAB INC, RINSE DRY				
4		DISHWASHING, DELIMING/DESCALING COMPOUND LIQUID,	CS	32.00000	0.00	0.00
	4/1 GALLONS PER	CASE, ECOLAB INC, LIMEAWAY #18700				
5		GREASE CUTTING LIQUID. USE AS AN OVEN CLEANER,	CS	48.40000	0.00	0.00
	4/1 GALLONS PER	CASE, ECOLAB INC, DEGREASER #6100322				
6		SANITIZER, QUATERNARY, FOR EFFECTIVE SANITIZATION FOR BOTH HARD AND POROUS SURFACES,	CS	89.00000	0.00	0.00
	4/1 GALLONS PER	CASE, ECOLAB INC OASIS 146 #17781				
7		STAIN REMOVER, SAFE ON CHINA, PLASTIC AND METAL SURFACES.	CS	49.44000	0.00	0.00

8/1.75 LB. BOXES PER CASE, ECOLAB INC #175838 DIP-IT XP FEATURES A GRANULAR COMPOUND SPECIALLY FORMULATED TO REMOVE STUBBORN STAINS CREATED BY COFFEE, TEA AND FOODS IN BOTH HARD AND SOFT WATER CONDITIONS. A CONCENTRATED FORMULA PENETRATES SOILS FASTER WHILE STABLE OXYGEN STAIN REMOVERS MAKE IT SAFE. DIP-IT XP EFFECTIVELY REMOVES RANCID COFFEE OILS AND TANNINS WHICH CAN DESTROY THE "FRESH BREWED" AROMA AND CAN CAUSE OFF-FLAVORS. THIS PRODUCT IS RECOMMENDED BY THE MAKERS OF MELAMINE PLASTICS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE WAREWASHING COMPOUNDS; DISHWASHING DETERGENT, DISHWASHING RINSE AID AND RELATED PRODUCTS TO INCLUDE DISPENSERS FOR MACHINES AND MANUAL DISHWASHING. THIS IS TO INCLUDE TECHNICAL SUPPORT TO ALL USING FACILITIES ON A MONTHLY BASIS. ALL STATE OF VERMONT FACILITIES MAY USE THIS STATEWIDE CONTRACT.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

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DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15 REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND

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Contract ID Page 3 of **Contract Dates** Origin 02/29/2016 to 03/01/2018 CPŠ **Contract Maximum** Description:

\$999,999.99 Contract Status

Approved

CPS - WAREWASHING CHEM.& SVS

LaRose, Deborah L 828-4635

Buyer Phone

Buyer Name

Vendor ID 0000011238 **Ecolab Inc Attn Contract Sales**

370 Wabasha Street		
St Paul MN 55102		
United States		

Phone	#	
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			Unit	Max	Max
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GENERAL SERVICE	S PERSONALLY OR OFFICIAL	SUMES ANY RESPONSIBILITY FOR THESE	PAYMENTS.	•	

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

WAREWASHING PRODUCT CRITERIA: THE COMPOUND SHALL NOT BE CONTAMINATED WITH TOXIC AMOUNTS OF INGREDIENTS SUCH AS ARSENIC, LEAD, MERCURY, ANTIMONY, OR OTHER COMPONENTS HAVING DELETERIOUS EFFECTS. PRODUCTS MUST BE FORMULATED TO COMPLY WITH VERMONT STATE STATUE 1382:

NO HOUSEHOLD CLEANING PRODUCTS EXCEPT THOSE USED IN DISHWASHING, FOR CLEANING MEDICAL AND SURGICAL, FOOD AND BEVERAGE PROCESSING EQUIPMENT, DAIRY EQUIPMENT MAY BE DISTRIBUTED, SOLD, OFFERED OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978, OR AT WHOLESALE, AFTER JANUARY 1, 1978, OR USE IN A COMMERCIAL ESTABLISHMENT IN THIS STATE, AFTER APRIL 1, 1978, WHICH SHALL CONTAIN PHOSPHORUS COMPOUND IN CONCENTRATIONS IN EXCESS OF A TRACE QUANTITY.

NO HOUSE CLEANSING PRODUCT USED IN DISHWASHERS, FOR CLEANING MEDICAL AND SURGICAL EQUIPMENT AND FOOD AND BEVERAGE PROCESSING EQUIPMENT MAY BE DISTRIBUTED, SOLD OR OFFERED OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978, OR AT WHOLESALE, AFTER JANUARY 1, 1978, OR USED IN COMMERCIAL ESTABLISHMENT IN THIS STATE, AFTER APRIL 1, 1978, WHICH SHALL CONTAIN PHOSPHORUS COMPOUND IN CONCENTRATIONS AT EXCESS OF 8.7 PERCENT BY WEIGHT EXPRESSED AS ELEMENTAL PHOSPHORUS.

ENVIRONMENTAL HEALTH AND SAFETY ISSUES: ESOH ARE A CONSIDERATION OF THIS AND ALL RFP'S ISSUED BY THE STATE OF VERMONT. HEALTH, SAFETY AND ENVIRONMENTAL CONCERNS MAY INCLUDE BUT ARE NOT LIMITED TO ENVIRONMENTALLY PREFERABLE (LESS TOXIC) CONSUMPTION AND MAINTENANCE OF EQUIPMENT.

TRANSITION OF ALL EQUIPMENT: CONTRACTOR MUST ENSURE A SMOOTH TRANSITION AT BOTH THE START AND END OF THE CONTRACT PERIOD.

PACKAGING: CONSIDERATION MAY INCLUDE EFFORTS FOR REDUCED PACKAGING, RECYCLED CONTENT, AND RECYCLABLE CONTAINERS. IT IS DESIRABLE THAT CONTRACT PROVIDE SERVICE TO COLLECT AND RETURN PACKAGING AND CONTAINERS TO MANUFACTURER FOR REUSE OR RECYCLE. INDICATE IF BOTTLES, JUGS, PAILS, OTHER PACKAGING CONTAIN POST/PRE-CONSUMER RECYCLED CONTENT; THAT LABELS ARE PRINTED USING VEGETABLE-BASED INKS OR ARE PRINTED ON REMOVABLE SLEEVES; THAT CARTONS BE MADE FROM PRE/POST-CONSUMER RECYCLED PRODUCT CARDBOARD. IT IS DESIRABLE THAT CONTRACTOR INCLUDE INFORMATION ON RECYCLED CONTENT, EFFORTS TO REDUCE PACKAGING, ETC.

LABELING: EACH CONTAINER MUST BE LABELED SUBSTANTIALLY SO THAT INFORMATION IS CLEAR AND REMAINS LEGIBLE. EACH LABEL MUST CONTAIN PRODUCT NAME AND NAME AND ADDRESS OF MANUFACTURER; GENERIC DEFINITION OF USE; INSTRUCTIONS ON USE; APPROPRIATE PRECAUTIONS NECESSARY FOR SAFETY USE AND HANDLING AND ANTIDOTE INFORMATION; BRAND NAME, LOT NUMBER, BATCH NUMBER AND DATE OF MANUFACTURER; LIST OF INGREDIENTS AND PERCENTAGES THEREOF. A SAFETY DATA SHEET (SDS) MUST BE FURNISHED TO EACH USER. PREFERENCE MAY BE GIVEN, AT THE DISCRETION OF THE STATE OF VERMONT OFFICE OF PURCHASING & CONTRACTING, FOR RECYCLABLE AND REDUCED PACKAGING (I.E. PRIMARY AND SECONDARY CONTAINER IS RECYCLABLE, CONCENTRATED PRODUCT, DILUTION RATION).

PERFORMANCE CRITERIA: CONTRACTOR IS RESPONSIBLE FOR SETTING UP INITIAL MEETING WITH EACH END USER LOCATION FOR INSTALLATION AND TRAINING OF USE OF AUTOMATIC DISPENSING EQUIPMENT AND PRODUCT USE. CONTRACTOR MUST REGULARLY VISIT SITES AT A FREQUENCY ONE-TIME PER MONTH, MINIMUM, WITH PRODUCT INVENTORY CHECKS, PROACTIVE TROUBLE SHOOTING, WRITTEN SERVICE REPORTS PROVIDED, AND PERIODIC REVIEW WITH MANAGEMENT. SERVICE REPORTS ARE REQUIRED FOR EACH VISIT TO A FACILITY MONTHLY. A COPY MUST BE GIVEN TO THE FOOD OFFICER AT THE FACILITY AND A COPY SENT TO THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR SHALL HAVE A TECHNICAL FIELD REPRESENTATIVE AVAILABLE TO ASSIST USER WITH ANY PROBLEMS CONNECTED WITH PRODUCT(S) AND/OR EQUIPMENT PROVIDED UNDER THIS CONTRACT. A KNOWLEDGEABLE TECHNICIAN MUST RESPOND TO FACILITY WITHIN 24-HOURS OF REQUEST FOR SERVICE. INCLUDING WEEKENDS, MUST PROVIDE EMERGENCY SERVICE. CONTRACTORS ARE TO PROVIDE PROPER INSTRUCTION SIGNAGE AROUND DISHWASHER, DISH SINK AND HAND SINKS WHERE NEEDED

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				Unit	Max	Max
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CONTR	RACTOR	MUST PROVIDE QUATERNARY TESTING STR	RIPS AT NO ADDITIONAL CHARGE I	FOR ALL FACILITIES.		

EQUIPMENT: CONTRACTOR MUST FURNISH AND INSTALL AT NO ADDITIONAL COST CURRENT PRODUCT MODELS OF ANY AUTOMATIC DISPENSING EQUIPMENT NEEDED FOR THE DISPENSING OF PRODUCTS OFFERED. ANY EQUIPMENT SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AND IT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACT TO REPAIR AND SERVICE ALL DISPENSING EQUIPMENT. CONTRACTOR WILL SEE THAT THE PERSON IN CHARGE OF EACH USER LOCATION WILL BE INSTRUCTED ON OPERATION OF EQUIPMENT AND MINOR ADJUSTMENTS. DISPENSING EQUIPMENT SHALL MEET REQUIREMENT THAT WILL PROVIDE MINIMUM EXPOSURE TO CONCENTRATED COMPOUNDS FOR THE SAFETY AND HEALTH OF USERS. DISPENSING EQUIPMENT SHALL BE PROVIDED AND MAINTAINED AT NO ADDITIONAL CHARGE. INCLUDE INFORMATION ON THE DISPENSING EQUIPMENT PROVIDED WITH WAREWASHING CHEMICALS.

CONTRACTOR CONTACT INFORMATION: BRUCE KOTTOM TELEPHONE 651-250-2682 FAX 651-306-5429

EMAIL: bruce.kottom@ecolab.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT,

TELEPHONE 802-828-4635,

FAX 802-828-2222

E-MAIL: deborah.larose@vermont.gov

CHANGE #1 - (04/08/16) TO ADD ITEM #7 TO THE EXISTING CONTRACT PER THE REQUEST OF VERMONT VETERANS HOME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT , AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO , OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES TERMS AND CONDITIONS REMAIN THE SAME.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: